



Staff Initials _____

WAIVER, RELEASE AND CONSENT FORM FOR PRIVATE EVENT/BIRTHDAY PARTY

Minor Child/Participant/Member's Information

Last Name _____ First Name _____ Date of Birth _____ Age _____ M _____ F _____

Address _____ City _____ State _____ Zip _____

Parent/Guardian's Information

Last Name _____ First Name _____ Date of Birth _____ Age _____ M _____ F _____

Address _____ City _____ State _____ Zip _____

Home Phone# _____ Cell Phone# _____ Email _____

Company Name _____ Address _____

Waiver and Release

IN CONSIDERATION of being permitted to participate in any way in the Private Event/Birthday Party at Team85 Fitness & Wellness, LLC (hereinafter "Event"), I agree as follows on behalf of myself and/or the minor child as well as waive any rights for my personal representatives, assignees and or heirs at law to bring an action on behalf of myself, the minor child, my estate or the minor child's estate:

1. I, as the member, participant or as the parent and/or legal guardian of the minor child named above, I acknowledge and fully understand that as a member and/or participant in Event at Team85 Fitness & Wellness, LLC., I and/or the minor child, will be engaging in activities that involve risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which might result not only from the my own actions and/or the actions of the minor child's actions, but also from the action, inaction, or negligence of others, the rules of play, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury and all losses, costs and damages, I and/or the minor child may incur, including but not limited to death, which may occur in connection with my membership, participation and/or the membership/participation of the minor child in the Event at Team85 Fitness & Wellness, LLC's facility.
2. I, as the member, participant, or as the parent and/or legal guardian of the minor child named above, acknowledge, agree, and represent that I and/or the minor child, understand the nature of the Event and that I and/or the minor child are qualified, in good health and in proper physical condition to participate in the Event. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Event. I have been advised by Team85 Fitness & Wellness, LLC., to consult my physician and/or the minor child's physician before undertaking and participating in any activities at Team85 Fitness & Wellness, LLC. for which I have enrolled, or the minor child has been enrolled, and I have disclosed either my complete medical history and/or the minor child's complete medical history and revealed any physical disorders or injuries that I and/or the minor child may have now or have had in the past.
3. In addition to giving my full consent for myself as member/participant or as the parent and/or legal guardian of the minor child listed above to participate in the Event at Team85 Fitness and Wellness, LLC. I do hereby waive, release, discharge and hold harmless Team85 Fitness & Wellness, LLC., its officers, corporate entities, administrators, directors, employees, partners, owners, sponsors, supervisors, affiliates, agents, advertisers and representatives for any injury that may be suffered by myself and/or the minor child in the normal course of participation in the Event at Team85 Fitness & Wellness, LLC., and activities incidental thereto, whether the result of negligence, breach or any other cause of action.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely without inducement or assurance of any nature and intend it to be complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signature of Participant Date: _____

Signature of Parent/Guardian if Minor Child/Member is under eighteen (18) Date: _____



Staff Initials _____

PROMOTIONAL USE RELEASE FOR TEAM85 FITNESS & WELLNESS, LLC

Member/Participant's Information

Last Name _____ First Name _____ Date of Birth _____ Age _____ M _____ F _____

Address _____ City _____ State _____ Zip _____

Parent/Guardian's Information

Last Name _____ First Name _____ Date of Birth _____ Age _____ M _____ F _____

Address _____ City _____ State _____ Zip _____

Home Phone# _____ Cell Phone# _____ Email _____

Company Name _____ Address _____

I hereby authorize Team85 Fitness & Wellness, LLC., to publish including but not limited to, photographs, video recordings, sound recordings, taken or recorded of me or the minor child while on Team85 Fitness & Wellness, LLC., premises/locations, and my name and likeness, for use in any and all of Team85 Fitness and Wellness, LLC.'s publications, including but not limited to print publications, online publications, text message publications, electronic mail publications, audio recording publications, video publications, print based marketing materials, audio based marketing materials, video based marketing materials, photographic based marketing materials, internet/online based marketing materials, text message based marketing materials and or electronic mail based marketing materials.

I hereby release and hold harmless Team85 Fitness & Wellness, LLC., its' employees, agents, affiliates, owners, corporate entities, subsidiaries, officers, partners, owners, sponsors, supervisors and representatives from any violation due to a reasonable expectation of privacy or confidentiality associated with images, videos, or audio specified in the preceding paragraph. I further acknowledge that my or the minor child's participation is voluntary and neither I nor the minor child will receive financial compensation of any type associated with the taking and/or publication of the above referenced photographic, video and/or audio recordings or the participation in Team85 Fitness & Wellness, LLC., marketing materials or other publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties to myself or the minor child.

I hereby agree and understand that the ownership of all photographs, video recordings, sound recordings, taken or recorded of me or the minor child while on Team85 Fitness & Wellness, LLC., premises/locations, and my name and likeness used in any of the above referenced publications shall remain the property of Team85 Fitness & Wellness, LLC., and its affiliates.

I hereby release Team85 Fitness & Wellness, LLC., employees, agents, affiliates, owners, corporate entities, subsidiaries, officers, partners, owners, sponsors, supervisors, third parties, contractors and representatives involved in the creation or publication of any of the above referenced materials, from liability for any claims of mine, the minor child or any third party in the connection with this agreement.

Signature of Participant Date: _____

Signature of Parent/Guardian if Minor Child/ is under eighteen (18) Date: _____